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7 IN THE UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 SEATTLE DIVISION

10 JASON LEASURE, MELISSA LEASURE
11 AND JASON LEASURE AND MELISSA
12 LEASURE, ON BEHALF OF M.L., a
13 minor

14 Plaintiffs,

15 v.
16 WESTMARK HOTELS, INC. AND
17 PRINCESS CRUISE LINES, LTD AND
18 HOLLAND AMERICA LINE, INC. ROYAL
19 HYWAY TOURS, INC. AND JAN DOES
20 1-20

21 Defendants.

No.

COMPLAINT

22 COMES NOW the Plaintiffs, Jason Leasure and Melissa Leasure and Jason
23 Leasure and Melissa Leasure, on behalf of M.L., a minor, by and through their attorney,
24 Edward H. Moore, and for this cause of action states:

I. INTRODUCTION

1.1 Plaintiffs bring this action pursuant to common law premises liability as
well as the statutory Unfair Deceptive Acts and Practices to recover

Complaint

Edward H. Moore., P.C.
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1 damages as well as interest, court costs and attorney fees for Defendants'
 2 wrongful conduct as set forth herein. Plaintiffs were on a cruise package
 3 tour with Holland America and Royal Hyway Tours at the time and place of
 4 the incident. Plaintiffs, Jason Leasure, Melissa Leasure and M.L., a minor,
 5 were subjected to an insidious bed bug infestation at the **Westmark**
 6 **Fairbanks Hotel & Conference Center** in Fairbanks, Alaska on August
 7 2, 2015 to August 4, 2015. Plaintiffs were bitten repeatedly by bed bugs.
 8 Plaintiffs contend that management failed to provide a reasonable
 9 inspection, warning and repair for bed bugs prior to renting a room to
 10 Plaintiffs. Plaintiffs rented a room with a representation that the room was
 11 fit for human habitation, when in fact it was not.
 12 Defendant's conduct resulted in personal injuries to Plaintiffs. Defendants
 13 violated the consumer protection law as an unfair and deceptive act and
 14 practice set out in RCW 19A 86-020.

15 II. JURISDICTION AND VENUE

16 2.1 Jurisdiction is proper pursuant to 28 U.S.C. 1332. Venue is proper
 17 pursuant to 28 U.S.C. 1391. Plaintiffs bring this action pursuant to
 18 common law premises liability as well as the statutory Washington Unfair
 19 Deceptive Acts and Practices to recover damages as well as interest,
 20 court costs and attorney fees for Defendants' wrongful conduct as set forth
 21 herein. Plaintiffs were on vacation at the time and place of the incident.
 22 Plaintiffs had purchased a vacation tour package with Holland America,

1 Princess Cruise Lines and Royal Hyway Tours. Additionally The tour
2 package contract provides for venue in King County.
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III. PARTIES

- 5 3.1 Jason Leasure, at all material times hereto, was a resident of Huntington,
6 West Virginia, his address being 800 Dylan Road, Huntington, West
7 Virginia, 25701. He is a citizen of Virginia and his domicile is in West
8 Virginia.
- 9 3.2 Melissa Leasure, at all material times hereto, was a resident of
10 Huntington, West Virginia, her address being 800 Dylan Road, Huntington,
11 West Virginia, 25701. She is a citizen of West Virginia and her domicile is
12 in West Virginia.
- 13 3.3 M.L., at all material times hereto, was a resident of Huntington, West
14 Virginia, her address being 800 Dylan Road, Huntington, West Virginia,
15 25701. Plaintiff M.L. is a minor and this action is being brought by her
16 parents, Jason and Melissa Leasure on her behalf. She is a citizen of
17 West Virginia and her domicile is in West Virginia.
- 18 3.1 Westmark Hotels, Inc., at all material times hereto, owned or operated a
19 hotel located 813 Noble Street, Fairbanks, Alaska, 99701. Westmark
20 Hotels, Inc. is an Alaska corporation with its principal place of business in
21 Seattle, WA. Westmark Hotels, Inc. is owned and operated by Holland
22 America Line. Its registered agent is CT Corporation Systems at 505
23 Union Avenue Southeast, Suite 120, Olympia, Washington 98501.

3.2 Holland America Line, Inc. is a Washington state corporation with its principal place of business at 300 Elliot Avenue West, Seattle, Washington 98119. Its registered agent is CT Corporation Systems at 505 Union Avenue Southeast, Suite 120, Olympia, Washington 98501.

3.3 Royal Hyway Tours, Inc., d/b/a Gray Line Alaska is owned by Holland America Line. Its registered agent is CT Corporation Systems at 505 Union Avenue Southeast, Suite 120, Olympia, Washington 98501. Royal Hyway Tours is an Alaska corporation and it has its principal place of business in Seattle, WA.

3.4 Princess Cruise Lines, Inc., d/b/a Princess Cruises is a Washington corporation with its principal place of business located at 24305 Town Center Drive, Legal Dept., Santa Clarita, California 91355-1307. Its registered agent is CT Corporation Systems at 505 Union Avenue Southeast, Suite 120, Olympia, Washington 98501.

3.5 Jan Does 1-10, whose true names and identities are presently unknown to the Plaintiff, include any individual, business or entity who either owned, operated or exercised control over the premises where the Plaintiffs were injured by the bed bugs or owed the Plaintiffs a premises liability duty or other common law or statutory duty or any individual, business or entity who is liable based upon vicarious liability or by contractual agreement.

3.6 Jan Does 11-19, whose true names and identities are presently unknown to the Plaintiff, include the actual individuals who failed to prevent or warn

1 of the bed bug infestation and/or who committed the tortious acts
2 described below against the Plaintiffs.
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4 **IV. FACTUAL BACKGROUND**

- 5 4.1 Plaintiff repleads all allegations contained in paragraphs one (1) through
6 eight (8) and incorporates the same as if fully set forth herein.
- 7 4.2 The Leasure family booked a rail excursion from Anchorage Alaska to
8 Fairbanks, Alaska through Princess Cruises and Royal Hyway Tours.
- 9 4.3 The Leasure family flew to Alaska, spent one night in Anchorage, one
10 night in Talkeetna, two nights in Denali and two nights in Fairbanks.
- 11 4.4 All transportation and lodging was included in the package booked by
12 Princess Cruises.
- 13 4.5 The Leasure family arrived in Fairbanks on August 2, 2015 and were
14 assigned to Room 434 at the Westmark Hotel.
- 15 4.6 Holland America Lines and Princess Cruises have a close business
16 relationship and Defendants Westmark Hotel in Fairbanks and Royal
17 Hyway Tours are owned by Holland America Lines.
- 18 4.7 At some point in time on August 3, 2015, Melissa Leasure noticed various
19 red spots on their daughter M.L. and were unsure of the cause at the time.
20 Melissa and Jason noticed red welts on their skin as well.
- 21 4.8 On August 4, 2015, the Leasure family awoke to find that M.L. had
22 hundreds of red welts throughout her body. Melissa had many more red
23 welts and Jason had additional red welts on his legs.

- 1 4.9 Jason immediately suspected these were bed bug bites and removed the
2 blanket, sheet and top sheet from one of two queen beds. He noticed
3 blood spots in several places on the bed that Melissa and M.L. slept in.
- 4 4.10 Jason then removed the blanket and the top sheet and from his bed and
5 also noticed blood spots.
- 6 4.11 At this time, Jason also observed a bed bug crawling on his bed. Jason
7 placed the bed bug in a cup and brought it with Melissa and M.L. to the
8 front desk of the hotel.
- 9 4.12 The hotel staff denied that it was a bed bug. The hotel manager, Daniel
10 Morris, accompanied the Leasure family to their hotel room. Morris
11 inspected the room and confirmed the infestation of bed bugs.
- 12 4.13 The infestation of bed bugs at the hotel caused M.L. to have
13 approximately 280 bed bug bites, Melissa approximately 106 bed bug bite
14 and Jason 12 bed bug bites showing on his body.
- 15 4.14 The bed bug incident caused the Leasure family both physical injury,
16 mental distress and ascertainable loss in way of hotel fees and loss of
17 clothing.
- 18 4.15 All defendants committed tortious or other unlawful acts or other
19 omissions that caused damages to the Plaintiffs.
- 20 4.16 All defendants have significant contacts with Washington state.

21 **V. UNFAIR DECEPTIVE ACTS AND PRACTICES**

- 22 5.1 Plaintiffs replead the allegations set forth in paragraphs one (1) through
23 twenty-two (22) and incorporate the same as if fully set forth herein.

5.2 Defendants herein engaged in a practice or act that Defendants knew or reasonably should have known was an unfair practice or deception as contemplated in RCW 19. 86.020. Specifically, Defendants rented a hotel room to Plaintiffs with the representation that such unit was habitable when in fact; the subject unit was infested with bed bugs.

5.3 Defendants' representation was done with the intent that others, including the patrons, rely on the unfair and deceptive practice.

5.4 Defendants' prohibited practice is directly related to a material fact as contemplated in RCW 19.86.020 as the representation of habitability was a material misrepresentation or untruthful omission which was likely to affect a consumer's conduct or decision with regard to a product or service.

5.5 The prohibited conduct proximately caused actual damages as contemplated in RCW 19.86.090. Plaintiffs sustained ascertainable losses due to the bed bug infestation.

VI. PREMISES LIABILITY

6.1 Plaintiffs replead the allegations contained in paragraphs one (1) through twenty-eight (28) and incorporates the same as if fully set forth herein.

6.2 Defendant, Westmark Hotels, Inc. is the owner and manager of **Westmark Fairbanks Hotel & Conference Center**.

6.3 As owner and manager of the hotel, Defendant has the duty to exercise reasonable care in the maintenance of their premises for the protection of lawful visitors and tenants alike.

- 6.4 Defendant, Westmark Hotels, Inc., had specific knowledge of the existence of bed bugs in their building and as such, did or should have foreseen the possibility of harm to its tenants and visitors alike.
 - 6.5 The purpose for which the Plaintiffs entered the premises of the **Westmark Fairbanks Hotel & Conference Center** was to occupy both their individual room and common areas.
 - 6.6 Plaintiffs entered, occupied and made use of the premises in the time, manner and circumstances contemplated under their agreement.
 - 6.7 The use to which the premises were put to or were expected to be put to use involve the usage of hotel rooms.
 - 6.8 Defendant, Westmark Hotels, Inc., was unreasonable with respect to inspection, repair, or warning.
 - 6.9 Plaintiffs were invitees and Defendant, Westmark Hotels, Inc. knew or should have known of the infestation. Defendant, Westmark Hotels, Inc., had the opportunity to repair or correct or to warn of the unsafe condition and chose not to do it.
 - 6.10 The burden on Defendant, Westmark Hotels, Inc., in terms of inconvenience or cost in providing protection was outweighed by the associated harm caused by not doing so.
 - 6.11 Defendant, Westmark Hotels, Inc., in not exercising reasonable care in the maintenance of their premises for the protection of their tenants, proximately caused harm and damages to Plaintiffs.

VI. **DAMAGES**

7.1 41. The unlawful acts and practices described above are and were a proximate cause of Plaintiffs' injuries and damages.

7.2 Plaintiffs have suffered damages, both general and special, which include, but are not limited to: medical expenses in the past and those that, in reasonable probability, will occur in the future; loss of earnings in the past; loss of earning capacity in the future; disability in the past and future; disfigurement in the past and future; loss of enjoyment of life in the past and future; and mental anguish and physical pain and suffering in the past and future.

7.3 Plaintiffs also seek damages authorized by RCW 19.86.090.

WHEREFORE, Plaintiffs respectfully requests the court enter judgment in their favor for compensatory damages, injunctive relief, interest at the maximum legal rate, reasonable attorney fees, court costs, and for such other and further relief as the court deems equitable in the premises.

VII. REQUEST FOR JURY TRIAL

Plaintiffs request trial by jury on all claims so triable.

Respectfully Submitted,

/s/ Edward H. Moore
Edward H. Moore
Wa. Bar No. 41584
Edward H. Moore, P

Complaint

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